

PRIVACY POLICY

Sree Mithra IT Solutions LLP, with corporate address at Plot #40, Narasimha Layout, Aavalahalli, Bangalore, Karnataka 560049 ("TRANSMaster.IN") is committed to protecting the online privacy of the user of this website and mobile application **www.transmaster.in** ("Website"). As such, this Privacy Policy has been written in order to allow users to understand Transmaster's Privacy Policy, as well as how their personal information will be handled when using the Website.

The information collected on the Transmaster.in website is used to market and improve the services of Transmaster.in and its subsidiaries', to improve the content and services on the Transmaster.in web site and make it easier to use and more appropriate to individual users and to contact its users with updates to the web site or for other marketing purposes. Transmaster.in may use this information, with the users' permission, for the above purposes.

Transmaster.in never shares any information obtained on or from the Transmaster.in website with any other organization, and will not do so in future, unless required by law or required by user. Transmaster.in will not sell information obtained through the Transmaster.in website to any party or parties.

Certain areas of the Transmaster.in website, including but not limited to the sections on 'SAAS Platform', 'GPS Solutions' require registration or a password for access. Information obtained from registered users of these areas may also be used for Transmaster.in's marketing purposes, and cookies may be used in those and other areas, as is described in this privacy policy. Information obtained in these areas may also be used in accordance with agreements governing access to and use of the specific areas.

The Transmaster.in website login currently provides users with access to Tracking, Location Finder, Price and Time Finder, Create Shipment trip, WayBill info, Custom grouping, Delivery confirmation, Dispatch information and Nearby locations. In the future,

Transmaster.in may add other features to those accessed through the Transmaster.in website.

For more information on this Privacy Policy, please refer to the detailed section on the privacy policy below.

1. Information collected about visitors to the Transmaster.in web site:

The Transmaster.in web server uses an extended log file format which captures date and time of visit, referring address (location from which a visitor comes to the Transmaster.in website), type of Internet browser, and visitor's IP address.

2. Manner of use of the user information collected on the Transmaster.in website

The information collected through the Transmaster.in website site helps Transmaster.in identify the type of web site content the customers value most. Transmaster.in uses this information to market and improve the Transmaster.in website and its services. Transmaster.in also use this information to send you email notifications about updates to the Transmaster.in website, and to contact the users by other means for marketing and other purposes. Transmaster.in's policy is to not give, sell or otherwise distribute the information collected through this site to third parties outside of Transmaster.in and its subsidiaries (unless required by law); provided, however, in some cases Transmaster.in may use suppliers to assist Transmaster.in in collecting, using or otherwise processing for Transmaster.in benefit the information obtained through the Transmaster.in website/Mobile app.

3. Use of third-party links on the Transmaster.in website

Parts of the Transmaster.in website consist of products and services hosted by subsidiaries and third-party businesses. When users leave the Transmaster.in website to visit one of these sites, the only information transferred to the third-party is the fact that the user came from the Transmaster.in website.

This practice allows the third-party to monitor their web site traffic but does not provide them with any information about the users of the Transmaster.in website. Transmaster.in is not responsible or liable for the independent privacy policies of third-party sites. Users are advised to consult the privacy policies at those third-party websites to determine how the user's information may be used.

4. SECURITY ALERT- SPAM MAILS

a. Fraudulent Email Alert:

- i. You may be receiving reports of fraudulent emails with the subject lines "Delivery Confirmation," "Verify Info," "Dispatch Info" and starts with From Transmaster.in like "From Transmaster.in : *****"
The fraudulent email may have an attached file that may contain a virus or other malware.
- ii. If you receive a message matching this description below, do not open the email or click on the attachment. Delete the email immediately or forward it to the corporate IT team & Vigilance team.
- iii. Transmaster.in does not request, via unsolicited mail or e-mail, payment or personal information in return for goods in transit or in Transmaster.in custody. If the fraudulent e-mail resulted in financial loss you should contact your banking institution immediately through the appropriate channels. Transmaster.in is not responsible for any charges or costs incurred as a result of unauthorized or fraudulent activity that abuses the Transmaster.in name, service marks and logos.

b. Common Warning Signs of Online Scams:

- i. Unexpected requests for money in return for delivery of a package, gifts from a promotion company, often with a sense of urgency.
- ii. Requests for personal and/or financial information.
- iii. Links to misspelled or slightly altered Web-site addresses Spelling and grammatical errors or excessive use of capitalization and exclamation points.

- iv. Claims that you have won a large sum of money in a lottery or settlement.

5. PERMISSIONS REQUIRED FOR USING OUR MOBILE APPLICATIONS

When the Transmaster.in app is installed on your phone, a list of permissions appear and are needed for the app to function effectively. There is no option to customize the list. The permissions that Transmaster.in requires and the data that shall be accessed and its use is as below:

a. Android permissions:

i. Device & App History

We need your device permission to get information about your device, like OS (operating system) name, OS version, mobile network, hardware model, unique device identifier, preferred language, etc. Basis these inputs, we intend to optimize your overall app experience, use OS specific capabilities to drive great in-funnel experiences using components of device's OS, etc.

ii. Location / MAP

This permission enables us to help you in finding the distance of your truck from a particular location. When you use navigate to truck feature in Transmaster.in app to find the distance of particular location from your truck, then in case you choose starting location as your self location, we auto-detect your location and auto-filled. If you are using the mobile app as an alternate of GPS device then app my continuously track your location and send the same to transmaster.in server.

iii. SMS

This permission enables us to provide you seamless experience on our app in following cases:

- Whenever you choose to add money in one wallet or make payments for GPS, Fuel via debit card or credit card mode on payment screen, we auto read OTP from your SMS so that you do not have to go outside the app to read OTP and then come again inside the app to enter the OTP. We read SMS for selective banks only. For Debit card - ICICI/Axis/HDFC. For Credit card - ICICI/Axis/HDFC/SBI/Citi
- If you want to integrate your Paytm wallet with Transmaster.in account, then there is one time authentication process wherein you are supposed to verify the Paytm linked mobile number via OTP. We will pre populate the OTP and link your Paytm wallet with Transmaster.in account.
- If you prefer to login into your Transmaster.in account via OTP flow, as you enter your registered number with Transmaster.in, an OTP is sent to the same number which we will pre populate there after reading SMS and get you logged in the app.

iv. Phone

The app requires access to make phone calls so that you can make phone calls to your saved driver contacts on app & customer contact centers directly through the app.

v. Contacts

If you allow us to access your contacts, it enables us to provide you a feature, where you can easily send across referral links to your friends to invite them to Transmaster.in app. This information will be stored on our servers and synced from your phone.

vi. Camera & Photo Library

The libraries in the app use these permissions to allow us to give you an option to fetch saved photos on your SD card to register for our services (ekyc). The access to your camera is required to enable you to be able to click, review and upload photo/doc for KYC purpose.

vii. Device ID & Call information

This permission is used to detect your Android ID through which we can uniquely identify users. We use incoming calls data to make your experience better whenever you receive call from driver for assistance.

*The local postal address of Transmaster.in offices can be found on the Customer Support page and the contact page.

*Users can also write to Transmaster.in for support at its email address: **transmaster.in@gmail.com**

* Transmaster.in reserves the right to amend the Privacy Policy at any time with or without notice.

*Please check back frequently in the event of changes. The use of the Transmaster.in Website constitutes a user's agreement to this Privacy Policy.

TERMS OF USE

"Transmaster.in" is owned by **Sree Mithra IT Solutions**. The following terms and conditions govern the use of the website or mobile application www.transmaster.in "website", including all sections and services available on the Transmaster.in website. The viewing or use of this site will constitute your agreement, on behalf of yourself. If you have any queries about these terms and conditions or have any comments or complaints on or about the website, please email us at transmaster.in@gmail.com. By accessing or using the Web Site, you and the entity you are authorized to represent ("You" Or "Your") signify your agreement to be bound by the "Terms of Use".

1. User Eligibility:

- a. The Website is not available to minors i.e. persons under the age of 18 (eighteen) years or to any Users suspended or removed by the Transmaster.in for any reason whatsoever. You represent that You are of legal age to form a binding contract and are not a person barred from receiving Website under the applicable laws.
- b. The Transmaster.in reserves the right to refuse access to the Website or Website Services to new Users or to terminate access granted to existing User(s) at any time without according any reasons for doing so.

2. Scope of Terms of Use:

These Terms of Use govern Your use of the Web Site and all applications, software and services (collectively, "Services") available via the Web Site, except to the extent such Services are the subject of a separate agreement. Specific terms or agreements may apply to the use of certain Services and other items provided to You via the Web Site ("Service Agreement(s)"). Any such Service Agreements accompany or are listed in association with or through a hyperlink associated with the applicable Services.

3. Payment:

- a. While availing any of the payment method/s offered at Transmaster.in, Transmaster will not be responsible or

assume any liability, whatsoever in respect of any loss or damage arising directly or indirectly to User due to;

- i. Lack of authorisation for any transaction /s: or
 - ii. Exceeding the preset limit mutually agreed by User and Users Bank: or
 - iii. Any payment issue arising out of the transaction: or
 - iv. Decline of the transaction for any other reason
- b. All payments made against the Services provided by Transmaster.in shall be in Indian Rupees acceptable by the Union of India. Transmaster.in does not accept any other form of currency.

4. Modification:

Transmaster.in may revise and update these Terms of Use at any time. Your continued usage of the Web Site/Mobile app after any changes to these Terms of Use will mean You accept those changes. Any aspect of the Web Site/Mobile app may be changed, supplemented, deleted or updated without notice at the sole discretion of Transmaster.in. Transmaster.in may also change or impose fees for products and services provided through the Web Site at any time in its sole discretion.

5. Transmaster.in Privacy Policy:

Transmaster.in Privacy Policy governs the use of information collected from or provided by You at the Web Site/Mobile app. With respect to any individual whose personal information is provided by You to Transmaster.in, You represent to Transmaster.in that You have obtained all necessary consents for the processing of such personal information contemplated by the Services You are using and by Transmaster.in Privacy Policy, including the transfer of such data to other countries whose laws may not provide the same level of protection for the personal data as the laws of the country of origin of such individual.

6. License and Ownership:

- a. The Website/Mobile app and the processes, and their selection and arrangement, including but not limited to, all text, videos, graphics, user interfaces, Photos, visual

interfaces, sounds and music (if any), artwork and computer code (and any combinations thereof) (collectively, the "**Content**") on the Website is owned and controlled by the Transmaster.in and / or its licensors and the design, structure, selection, coordination, expression, look and feel and arrangement of such Content is protected by copyright, patent and trademark laws, and various other intellectual property rights.

- b. The trademarks, logos and service marks displayed on the Website ("**Marks**") are the property of the Transmaster.in and / or Vendors and / or other respective third parties, as the case may be. You are not permitted to use the Marks without the prior consent of the Transmaster, or the Vendors, or the third party that may own the Marks.

7. Disclaimer of Warranties & Liability:

- a. You expressly understand and agree that, to the maximum extent permitted by applicable law: The Website, Website Services, Mobile app and other Content are provided by the Transmaster.in on an "as is" basis without warranty of any kind, express, implied, statutory or otherwise, including the implied warranties of title, non-infringement, merchantability or fitness for a particular purpose. Without limiting the foregoing, the Transmaster.in makes no warranty that (i) the Website or mobile app or the Website Services or the Content will meet Your requirements or Your use of the Website or mobile app or the Website Services will be uninterrupted, timely, secure or error-free; (ii) the results that may be obtained from the use of the Website, or mobile app or Website Services will be effective, accurate or reliable; (iii) the quality of the Website or mobile app or Website Services or Content will meet Your expectations; or (iv) any errors or defects in the Website or mobile app or Website Services or Content will be corrected. No advice or information, whether oral or written, obtained by You from the company or through use of the Website Services shall create any warranty not expressly stated in the Terms of Use.

- b. the Transmaster.in will have no liability related to any user Content arising under intellectual property rights, libel, privacy, publicity, obscenity or other laws. The Transmaster.in also disclaims all liability with respect to the misuse, loss, modification or unavailability of any User Content.
- c. the Transmaster.in will not be liable for any loss that You may incur as a consequence of unauthorized use of Your Account or Account information in connection with the Website or Mobile app or Website Services, either with or without your knowledge.
- d. the Transmaster.in has endeavoured to ensure that all the information on the Website/Mobile app is correct, but the Transmaster.in neither warrants nor makes any representations regarding the quality, accuracy or completeness of any data, information, or Website Services.
- e. The Transmaster shall not be responsible for the delay or inability to use the Website or related functionalities, the provision of or failure to provide functionalities, or for any information, software, functionalities and related graphics obtained through the Website or mobile app, or otherwise arising out of the use of the Website or mobile app, whether based on contract, tort, negligence, strict liability or otherwise. Further, the Transmaster.in shall not be held responsible for non-availability of the Website during periodic maintenance operations or any unplanned suspension of access to the Website that may occur due to technical reasons or for any reason beyond the Transmaster.in's control.
- f. You understand and agree that any material or data or Content downloaded or otherwise obtained through the Website is done entirely at Your own discretion and risk, and that You will be solely responsible for any damage to Your computer systems or loss of data that results from the download of such material or data.

8. Restrictions on Use of the Web Site/Mobile app:

In addition to other restrictions set forth in these Terms of use and You undertake not to:

- a. defame, abuse, harass, threaten or otherwise violate the legal rights of others;
- b. publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information;
- c. copy, republish, post, display, translate, transmit, reproduce or distribute any Content through any medium without obtaining the necessary authorization from the Transmaster.in;
- d. conduct or forward surveys, contests, pyramid schemes or chain letters;
- e. upload or distribute files that contain software or other material protected by applicable intellectual property laws unless You own or control the rights thereto or have received all necessary consents;
- f. upload or distribute files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Website or another's computer or provide you undue advantage or benefit in purchasing goods / availing services;
- g. engage in any activity that interferes with or disrupts access to the Website or the Website Services or the Content (or the servers and networks which are connected to the Website);
- h. attempt to gain unauthorized access to any portion or feature of the Website, any other systems or networks connected to the Website, to any Transmaster server, or to any of the Website Services offered on or through the Website, by hacking, fraud calls, password mining or any other illegitimate means;
- i. probe, scan or test the vulnerability of the Website or any network connected to the Website, nor breach the security or authentication measures on the Website or any network connected to the Website. You may not reverse look-up, trace or seek to trace any information on any other User, of or visitor to, the Website, to its source, or exploit the Content, Website or Website Services or information made available or offered by or through the Website, in any way whether or not the purpose is to reveal any information, including but not

- limited to personal identification information, other than Your own information, as provided on the Website;
- j. disrupt or interfere with the security of, or otherwise cause harm to, the Website, systems resources, accounts, passwords, servers or networks connected to or accessible through the Website or any affiliated or linked sites;
 - k. collect or store data about other Users in connection with the prohibited conduct and activities set forth in this section.
 - l. use any device or software to interfere or attempt to interfere with the proper working of the Website or any transaction being conducted on the Website, or with any other person's use of the Website;
 - m. use the Website or any material or Content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of the Transmaster.in or other third parties.
 - n. falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
 - o. violate any applicable laws or regulations for the time being in force within or outside India or anyone's right to privacy or personality;
 - p. violate the Terms of Use contained herein or elsewhere; and
 - q. reverse engineer, modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or software obtained from the Website.
9. Except as expressly indicated herein, the Transmaster.in hereby grants You, a non-exclusive, freely revocable, non-transferable access to view any Content available on the Website, subject to the following conditions:
- a. You may access the Content solely for personal, informational, and internal purposes, in accordance with the Terms of Use;

- b. You may not modify or alter the Content available on the Website;
- c. You may not distribute or sell, rent, lease, license or otherwise make any Content on the Website available to others; and
- d. You may not remove any text, copyright or other proprietary notices contained in the Content downloaded from the Website.

10. Termination:

You agree that Transmaster.in, in its sole discretion, may terminate or suspend Your use of the Web Site and its Content at any time and for any or no reason in its sole discretion, even if access and use continues to be allowed to others. Upon such suspension or termination, you must immediately (a) discontinue use of the Web Site, and (b) destroy any copies You have made of any portion of the Content. Accessing the Web Site, the Transmaster.in, Information or Services after such termination, suspension or discontinuation shall constitute an act of trespass. Further, you agree that Transmaster.in shall not be liable to You or any third party for any termination or suspension of Your access to the Web Site/Mobile app.

11. Limitation of Liability:

In No Event Shall Transmaster.in, Its Suppliers or Any Third Parties Mentioned at The Web Site Be Liable for Any Incidental, Indirect, Exemplary, Punitive and Consequential Damages, Lost Profits, Or Damages Resulting from Lost Data or Business Interruption Resulting from The Use of or Inability to Use the Web Site/Mobile app.

12. Indemnity:

You agree to indemnify, defend and hold harmless the Transmaster and its affiliates including but not limited to its (and its affiliates') officers, directors, consultants, agents, employees and Vendors on the Website ("**Indemnitees**") from and against any and all losses, liabilities, claims, damages, demands, costs and expenses (including legal fees and

disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by the Indemnitees that arise out of, result from, or may be payable by virtue of, any breach or non-performance of any representation, warranty, covenant or agreement made or obligation to be performed by You pursuant to these Terms of Use. Further, You agree to hold the Indemnitees harmless against any claims made by any third party due to, or arising out of, or in connection with, Your use of the Website or Website Services or Content, any misrepresentation with respect to the data or information provided by You, Your violation of the Terms of Use, or Your violation of any rights of another, including any intellectual property rights.

13. Jurisdiction:

These terms shall be governed by and constructed in accordance with the laws of India, you hereby expressly agree that any proceeding arising out of or relating to Your use of the Web Site/Mobile app shall be instituted in courts in Bangalore, India.

14. Severability:

If any provision of these Terms of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect.

15. Complete Agreement:

Except as expressly provided in other written Agreement between You and Transmaster.in these Terms of Use constitute the Entire Agreement between You and Transmaster.in with respect to the use of the Web Site/Mobile app.

16. Waiver:

Any failure by the Transmaster.in to enforce or exercise any provision of the Terms of Use, or any related right, shall not constitute a waiver by the Transmaster.in of that provision or right.

17. IP Infringement:

If You believe the Website or any of the Website Services violates Your intellectual property, You must promptly notify the Transmaster.in in writing at transmaster.in@gmail.com. These notifications should only be submitted by the owner of the intellectual property or an agent authorized to act on his/her behalf. However, any false claim by You may result in the termination of Your access to the Website. You are required to provide the following details in Your notice:

- a. the intellectual property that You believe is being infringed;
- b. the item that You think is infringing and include sufficient information about where the material is located on the Website;
- c. a statement that You believe in good faith that the item You have identified as infringing is not authorized by the intellectual property owner, its agent, or the law to be used in connection with the Website;
- d. Your contact details, such as Your address, telephone number, and/or email;
- e. a statement that the information You provided in Your notice is accurate, and that You are the intellectual property owner, or an agent authorized to act on behalf of the intellectual property owner whose intellectual property is being infringed; and
- f. Your physical or electronic signature.

TRANSMASTER.IN CUSTOMER TERMS AND CONDITIONS

In this Agreement, “we,” “us,” “our,” or “Transmaster.in” refer to Transmaster, Sree Mithra IT Solutions LLP and its affiliates, including without limitation its officers, directors, shareholders, representatives and related entities. “You,” “your,” “customer,” or “user” refers to an account holder or user of record with us.

1. Please read these terms of use carefully before you start to use the site/Mobile app and TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. By using our site/Mobile app, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our site/Mobile app.
2. The information on Services we provide or refer you to during the sales transaction; the terms in the rate plan describing your plan and Services; and pertinent provisions on our website/Mobile app or in our product packaging. Our Services are subject to our business policies, practices and procedures (“Policies”) including, but not limited to, our Privacy Policy available on our website/Mobile app. You agree to all of our Policies when you use our Services. Our Policies are subject to change at any time with or without notice.

3. Your Agreement Begins

This Agreement becomes effective when you do any of the following:

- a. You accept the Agreement through an oral or electronic statement,
- b. You attempt to or in any way started using Transmaster Services
- c. You pay for a Transmaster Service, or
- d. You open any package or start any program that says you are accepting the Agreement by doing so.
- e. If you do not want the Agreement to begin, do not do any of these things.

4. Our Rights

We reserve the right to: Modify or withdraw, temporarily or permanently, this Agreement (or any part thereof) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Agreement; and/or Change the Conditions from time to time, and your continued use of the device/Website/Mobile app (or any part thereof) following

such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Conditions have been changed. If you do not agree to any change to the Conditions then you must immediately stop using the device/Tranmaster services. Certain provisions of these Agreement may be superseded by expressly designated legal notices or terms located on particular pages of this Agreement.

5. Term Commitments Your Service will continue year-to-year unless you provide notice (“Discontinuation Notice”) to us of your request to discontinue Service in accordance with this Section.
- **5.1** In order for a Discontinuation Notice to be effective, the account with respect to which a Discontinuation Notice is given must be current on all payments. Discontinuation Notice will not be effective, and the subject account will remain open, unless and until all amounts owing on the subject account are paid through and including the last day of the calendar month in which Discontinuation Notice is given.

Discontinuation Notice must include the following information:

- a. Account holder’s name
 - b. Account holder’s registered email id
 - c. Account holder’s registered mobile phone number
- **5.2** Discontinuation Notice may be providing as follows:
 - a. Verbally by calling Customer Service Department,
 - b. Written and delivered via regular mail to the address set forth herein for notices, (Sree Mithra IT Solutions LLP Site #40, Narasimha Layout, Aavalahalli, Bangalore, Karnataka 560049, India). Or
 - c. Email GENERATED FROM THE EMAIL ADDRESS ASSOCIATED WITH YOUR ACCOUNT and addressed to transmaster.in@gmail.com.
 - **5.3** Upon our confirmation of a valid Discontinuation Notice, the termination will be effective and your Services will cease on the last day of the month in which the Discontinuation Notice is effective in accordance with this Section.
 - **5.4 Our Right To Interrupt Or Terminate Your Service**

We may interrupt or terminate a Service without notice:

- a. for any conduct that we believe violates this Agreement,
- b. if you exceed an Account Usage Limit (“AUL”),

- c. if you behave in an abusive, derogatory, or similarly unreasonable manner with any of our representatives,
- d. if we discover that you are underage,
- e. if you fail to make all required payments when due,
- f. if we have reasonable cause to believe that your Device is being used for an unlawful purpose or in a way that:
 - is harmful to, interferes with, or may adversely affect our provision of the Service,
 - interferes with the use or enjoyment of Services received by others,
 - infringes intellectual property rights,
 - results in the publication of threatening or offensive material, or
 - constitutes a security risk or a violation of privacy
 - if you provided inaccurate credit information,
 - if we believe your credit has deteriorated and you refuse to pay any requested advance payment or deposit,
 - if you modify a Device from its manufacturer specifications or alter it in any way that mechanically is not intended by this Agreement, such as unauthorized removal of the SIM card, changing ip address, changing server ports and device credentials.
 - if we believe the action protects our interests or any customer's interests.

- **5.5 Your Right To Terminate A Service**

You can terminate a Service at any time in the manner described above in "Term Commitments." You are responsible for all charges billed or incurred prior to the end of the calendar month in which a valid Discontinuation Notice occurs. If a Service is terminated before the end of a calendar month, we will not prorate charges to the date of termination, and you will not receive a credit or refund for any unused Service.

6. Our Right To Change The Agreement And Your Associated Rights

We may change any terms, conditions, rates, fees, expenses, charges or method of calculating charges regarding a Service at any

time. We will provide you with notice of material changes (other than changes to governmental fees, proportional charges for governmental mandates or administrative charges) either in your monthly bill or separately. If we increase the price of any of the Services to which you subscribe, beyond the limits set forth in your Agreement, we will disclose the change at least one billing cycle in advance (either through a notice with your bill, through an e-mail to the e-mail address that you have identified to us at the time of purchase, as amended by you from time to time, or otherwise).

7. Your Device Number

Your Device is designed exclusively for use on our network and in other coverage areas that we make available to you. Except for any legal right you may have to port/transfer your Number to another carrier, you have no and cannot gain any (for example, through publication, use, etc.) proprietary, ownership or other rights to any Device Number we assign to you, your Device, or your account. We will notify you if we decide to change or reassign your Device Number.

8. Warranty

Subject to the exclusions contained below, Transmaster.in warrants its Devices and accessories (“Products”) to be free from defects in materials and workmanship under normal consumer usage for the term of coverage outlined below. This limited warranty is a consumer’s exclusive remedy, and applies as follows only to new devices and/or new accessories purchased. You acknowledge and agree that no warranty of any nature is provided with respect to the Services.

- **8.1 Term.** Subject to the terms, conditions and limitations set forth herein and throughout this Agreement, the Products shall be covered under this warranty for a period of three hundred sixty-five (365) days from the date of your purchase regardless of when the products are actually received by you.
- **8.2 Exclusions.**

The following are excluded from coverage under this warranty:

- a. **Normal Wear and Tear** - Periodic maintenance, repair and replacement of parts due to normal wear and tear are excluded from coverage,
- b. **Batteries** - Only batteries whose fully charged capacity falls below 80% of their rated capacity and batteries that leak are covered by this limited warranty,

- c. **Abuse and Misuse** - Defects or damage that result from:
- Improper operation, storage, misuse or abuse, accident or neglect, such as physical damage (cracks, scratches, etc.) to the surface of the product resulting from misuse,
 - Contact with liquid, water, rain, extreme humidity or heavy perspiration, sand, dirt or the like, extreme heat, or food,
 - Use of the device or accessories for commercial purposes or subjecting the device or accessory to abnormal usage or conditions, or Other acts which are not the fault of Transmaster.in, are excluded from coverage
- d. **Unauthorized Service or Modification** - Defects or damages resulting from service, testing, adjustment, installation, maintenance, alteration, including without limitation, software changes, or modification in any way by someone other than Transmaster.in, or its authorized service centres, are excluded from coverage,
- e. **Altered Products** - Devices or accessories with:
- Serial numbers or date tags that have been removed, altered or obliterated,
 - Broken seals or that show evidence of tampering,
 - Mismatched board serial numbers,
 - or Nonconforming or non- Transmaster.in housings, antennas, or parts, are excluded from coverage,
- f. **Communication Services** - Defects, damages, or the failure of products and Services due to any communication service or signal you may subscribe to or use with the products and Services is excluded from coverage,
- g. **Discontinued or Interrupted Service** - Any Warranty is void and ceases to be effective upon the termination, discontinuation or interruption of your Service by you or by us in accordance with is Agreement.
- h. **Transferability** - This warranty extends only to the first consumer purchaser and is not transferable.

- **8.3** Transmaster.in, at its option, will at no charge repair, replace or refund the purchase price of any Product that does not conform to this warranty. We may use functionally equivalent reconditioned/ refurbished/pre-owned or new products, accessories or parts. No data, software or applications added to the device or accessories. To avoid losing such data, software and applications please create a back- up prior to requesting service.

- **8.4** How to obtain warranty service.

To obtain warranty service, please contact Transmaster.in at the address or customer service telephone number found on our website/Mobile app (www.Transmaster.in).

9. Limited Products Warranty.

THE REPAIR, REPLACEMENT, OR REFUND AS PROVIDED UNDER THIS EXPRESS LIMITED WARRANTY IS THE EXCLUSIVE REMEDY OF THE PURCHASER AND IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OF IMPLIED. IN NO EVENT SHALL Transmaster.in BE LIABLE, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE RELEVANT PRODUCTS, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS, LOSS OF INFORMATION OR DATA, SOFTWARE OR APPLICATIONS OR OTHER.

10. Coverage: Where Your Device Will Work; Technical Limitations

Transmaster.in does not guarantee wireless network availability. Services may be subject to certain Device and compatibility limitations, including memory, storage, network availability, coverage, accessibility and data conversion limitations. Services (including without limitation, eligibility requirements, plans, pricing, features and/or service areas) are subject to change without notice.

Actual network speeds depend upon device characteristics, network, network availability and coverage levels, tasks, file characteristics, applications and other factors. Performance may be impacted by transmission limitations, terrain, in-building/in-vehicle use and capacity constraints. In addition, Services that rely on location information, such as GPS and Cell ID, depend on your Device's ability to acquire satellite signals (typically not available indoors) and network coverage. Network coverage and satellite signals are

dependent on a number of factors not within our control including weather, topographical changes, the presence of obstructions such as tall buildings, the functionality of various satellites, cell towers, clouds, and other factors. In addition, some areas, such as schools, are equipped with cell phone inhibitors that interfere with all phone communications. The Device will not work, and Services will not work, under such circumstances.

The Company might at its discretion utilize Cell ID in certain circumstances. You understand that Cell ID is subject to technical limitations and is generally not as accurate as GPS. Moreover, Cell ID depends on the availability of cell tower communications which might be weak or non-existent in certain areas.

You understand and agree to such technical limitations and expressly agree to indemnify and hold us harmless from any and all injuries that result from the Device or Services not working, malfunctioning, or failing except as specifically provided herein.

11. Account and service charges; pro-rating; unused minutes

You are responsible for all charges associated with your account and the Services on your account, no matter who uses the Services or whether the Services were used. Charges include, but are not limited to, the monthly recurring charges, usage charges (including without limitation text and voice), taxes, surcharges and fees associated with your Services. These charges are described or referred to during the sales transaction, in our marketing materials, in the Service Contract and in confirmation materials we may send to you.

Upon your initiation of service, you will be billed for the first month, or portion of a month, of Service. Thereafter, you will be billed for complete months until the last day of the month in which your Agreement is terminated. With the exception of the month in which you initiate service, we WILL NOT PRORATE your Service for any future month.

Disputing charges – you must still pay undisputed charges

Any dispute to a charge on your bill must be made within 60 days of the date of the bill that initially contained the charge. Disputes can only be made by calling or writing us as directed on your invoice or elsewhere. You accept all charges not properly disputed within the above time period – undisputed charges must still be paid as stated on your bill

12. International Usage - Your Device is set to operate domestically and will not operate internationally.

13. You agree to the terms of our Privacy Policy, available at our website/Mobile app, when you use our Services. This policy may change from time to time, so you should review this policy with regularity and care. Among other things, the policy includes important matter concerning what information we collect about you, how we use that information, and with whom we share that information (for example, to provide you certain Services, to protect our rights and interests, to respond to legal process, to facilitate a merger, etc.). Also, to ensure the quality of our Services and for other lawful purposes, we may also monitor or record calls between us (for example, your conversations with our customer service or sales departments). If you do not agree with the terms of our Privacy Policy, do not purchase or use our Services. You (the accountholder) are responsible for notifying the actual user of your Device that his or her location may be tracked or discovered. For additional information on location-sensitive services, see our Privacy Policy at our website/Mobile app.
14. This Service allows the individuals designated by you to see where the user of the Device is using the Device's real-time geographic location information that we collect from your Device. We will not disclose this location information to third-party users without your consent. But we use the data for four internal auditing, training, Business intelligence reports. You control when such location information is shared with your designated users. In the "Authorized Users" settings provided through the Services, you can select contacts you wish to see such location information. You can select whether to enable these settings all the time, or only under certain circumstances. Please review our Privacy Policy for more information about the use of your location and related information.
15. Sharing of location data and device statistics are programmatically protected with OTP. In case if you are sharing the details through Transmaster.in services by sharing OTP, Transmaster.in will not responsible for any violation in this matter.
16. To gain better business you can optionally subscribe to transmaster.in service to publish your current location of the device.
17. **If your device is lost or stolen**

Call us immediately on the help number if your Device is lost or stolen because you may be responsible for usage charges incurred before you notify us of the alleged loss or theft. You agree to cooperate if we choose to investigate the matter (provide facts, sworn statements, etc.).
18. **Compliance with law**

The Devices and Services are intended to be used in a lawful manner. You are responsible for using your Device and the Services in a manner that complies with applicable local, state, regional, or international laws. Certain jurisdictions have laws regarding the use of monitoring devices. You agree to indemnify and hold Transmaster.in harmless from your unlawful use of a Device or Service.

19. Assignment

Transmaster.in may assign the rights to this contract to third parties at our sole discretion without input or consent from you.

20. Reliance on information posted and disclaimer

The materials contained on our site are provided for general information purposes only and do not claim to be or constitute legal or other professional advice and shall not be relied upon as such.

We do not accept any responsibility for any loss which may arise from accessing or reliance on the information on this site and to the fullest extent permitted by English law, we exclude all liability for loss or damages direct or indirect arising from the use of this site.

We are regulated by the Registrar Of Company, Government of India and authorized and regulated by the Registrar Of Company, Government of India.

21. Accessing our site/Mobile app

Access to our site/Mobile app is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice (see below). We will not be liable if for any reason our site/Mobile app is unavailable at any time or for any period.

22. Our site changes regularly

We aim to update our site regularly and may change the content at any time. If the need arises, we may suspend access to our site/Mobile app, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

23. Our liability

The material displayed on our site/Mobile app is provided without limited 1 year guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, and third parties connected to us hereby expressly exclude:

24. All conditions, warranties and other terms which might otherwise be implied by statute,

IN NO EVENT SHALL WE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, ARISING FROM YOUR ACCESS TO, OR USE OF, THE SITE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

25. Information about you and your visit to our site

We process information about you in accordance with our privacy policy. By using our site/Mobile app, you consent to such processing and you warrant that all data provided by you is accurate.

26. Viruses, hacking and other offences

24.1 You must not misuse our site/Mobile app by knowingly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorized access to our site, the server on which our site is stored or any server, computer or database connected to our site/server. You must not attack our site/server via a denial-of-service attack or a distributed denial-of-service attack.

24.2 You must not transmit or enable another person to transmit via the site/server any virus or other information or material or otherwise use the site/server in a way which:

- Tampers with, hinders the operation of or makes unauthorized modifications to the site,
- Inhibits any other user from using the site/server,
- Defames, harasses, threatens, menaces or offends any person, or
- Contains obscene, indecent, inflammatory or pornographic material or material that could give rise to civil or criminal proceedings.
- We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of

any material posted on it, or on any website/Mobile app linked to it.

27. Indemnity

You agree to defend, indemnify and hold harmless the Company, its officers directors, employees and agents from and against any and all claims, liabilities, damages, losses or expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with your access to or use of the Site.

28. Disclaimer

YOUR USE OF THIS WEBSITE/MOBILE APP IS AT YOUR RISK. THE MATERIALS AND SERVICES PROVIDED IN CONNECTION WITH THIS WEB SITE / MOBILE APP ARE PROVIDED, AS IS, WITHOUT ANY WARRANTIES OF ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY. NEITHER TRANSMASTER.IN NOR ANY OF ITS AFFILIATES WARRANT THE ACCURACY OR COMPLETENESS OF THE MATERIALS OR SERVICES ON OR THROUGH THIS WEBSITE/MOBILE APP. THE MATERIALS AND SERVICES ON OR THROUGH THIS WEBSITE/MOBILE APP MAY BE OUT OF DATE, AND NEITHER TRANSMASTER.IN NOR ANY OF ITS AFFILIATES MAKE ANY COMMITMENT OR ASSUMES ANY DUTY TO UPDATE SUCH MATERIALS OR SERVICES. THE FOREGOING EXCLUSIONS OF IMPLIED WARRANTIES DO NOT APPLY TO THE EXTENT PROHIBITED BY LAW. PLEASE REFER TO YOUR LOCAL LAWS FOR ANY SUCH PROHIBITIONS.

29. Jurisdiction and applicable law

The Bangalore courts will have non-exclusive jurisdiction over any claim arising from or related to, a visit to our site. These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of India

30. Variations

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

31. Your concerns

If you have any concerns about material which appears on our site/Mobile app, please email to transmaster.in@gmail.com.